

HASSAN DISTRICT.

SALE OF STANDING TIMBER.

Notification dated 28 February 1928.

It is hereby notified for general information that the right to cut and remove timber in the undermentioned coupes in the following State Forests of the Hassan District for the year 1927-28, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the date and places and subject to the conditions mentioned below:—

The sale will commence at 2 P.M. precisely, and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest	Name of working circle	Name of felling series	Kind of timber	Quantity in C. ft	Place of sale	Date of sale	Distance from nearest Railway Station
Arekere	Bialkalgudda State Forest.	Karekal-gudda	..	Teak Jalari Honne.	Acres 200 150 175	Arekere Koti	9th March 1928	9 miles.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All timber yielding trees marked by the department will be sold kinduvar for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself.

(a) That he shall fell and remove the timber trees purchased by him before the 15th June 1928.

(b)* That he shall make the fellings of the trees in a methodical manner from one side of the coupe.

(c) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(d) That if any tree, shrub or growth reserved by the department is cut he shall pay a fine not exceeding Rs. 10 per tree.

(e) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(f) That no operation shall take place in the forest after sunset and before sunrise.

(g) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(h) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after 30th June 1928.

(i) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(j) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

L. P. MASCARENHAS,
District Forest Officer.

IN THE COURT OF THE SUBORDINATE JUDGE AT BANGALORE.

Insolvency Petition No. 27 of 1927-28.

Gangadharappa, Huriopet, Bangalore City *Petitioner.*
vs.

(1) Mavarjappa, Ramannanapet, Bangalore City, (2) Rangasamappa, son of Chikkasubbaiya, Huriopet, (3) Govindappa, son of Ambasappa, Basettipet, (4) D. S. Venkatachar, son of Ramaswami Iyengar, Chikpet, (5) S. R. Rao, Chikpet, Bangalore City ... *Opponents.*

Whereas the petitioner has applied to this Court by a petition dated 24th day of September 1927 to be adjudged an insolvent under the Mysore Insolvency Regulation VI of 1911, and your name appears in the list of creditors filed by the aforesaid debtor, this is to give you notice that the Court has fixed the 23rd day of March 1928, for the hearing of the aforesaid petition and the examination of the debtor. If you desire to be represented in the matter you should attend in person or by duly instructed pleader.

The particulars of the debt alleged in the petition to be due to you are as follows:—

1st opponent	...	1,800
2nd do	...	60
3rd do	...	80
4th do	...	50
5th do	...	25

Given under my hand and the seal of this Court, this 23rd day of February 1928.

Insolvency Petition No. 67 of 1927-28.

Govindachar, son of Ramachandrachari, Mysore Road, New Tharagpet, Bangalore City *Petitioner.*
vs.

(1) Oosman Sait, *alias* Kappa Sait, Mandy Merchant, Mysore Road, Bangalore City, (2) Haji Gani Sait, Mandy Merchant, New Tharagpet, (3) Akalu Subbayya Setty, Anjaneya mandy (Merchant), Old Tharagpet, (4) Gurumurthappa, Mandy Merchant, New Tharagpet, (5) Bale Erappa and Akkamma, Door No. 2, Manager Rangannanagalli, Manavarthapet, (6) Venkatasamappa, son of Ankadasappa, Byatarayanapura, Kasaba Hobli, Bangalore Taluk, (7) Munivenkatamma, wife of Erappa, Eyappanagalli, Ranasingpet, (8) Giddamma, Dealer near Yalahanka Gate, (9) M. Sivaramaiya and Srikantaiya, Rice Mandy, New Tharagpet, (10) Deepchand Sait, Banker, Ganigarpet, (11) Tawker Sait, Banker, Nagarthpet, (12) Lakkamal Sait, Banker, Kumbarpet, (13) Teekaramdas Khana Sait, Banker, Avenue Road, (14) Mysore Ramaiya, Mandy Merchant, Mysore Road, and (15) Sobrajmull Hariram Sait, Banker, Tigalarpet ... *Opponents.*

Whereas the petitioner has applied to this Court, by a petition dated the 11th day of January 1928, to be adjudged an insolvent under the Mysore Insolvency Regulation VI of 1911, and your name appears in the list of creditors filed by the aforesaid debtor, this is to give you notice that the Court has fixed the 23rd day of March 1928, for the hearing of the aforesaid petition and the examination of the debtor.

If you desire to be represented in the matter you should attend in person or by duly instructed pleader.